



REQUEST FOR PROPOSAL

City-Wide Compensation Study
for
Sherwood, Oregon

Closing Date: September 9, 2016

City of Sherwood, 22560 SW Pine Street, Sherwood, OR 97140
www.sherwoodoregon.gov, Phone: 503-625-5522, Fax: 503-625-5524

Request for Proposal: City-Wide Compensation Study

Notice is hereby given that proposals will be received by the City of Sherwood, Washington County, Oregon for a City-Wide Compensation Study.

The City of Sherwood (the City) invites qualified individuals or firms to submit proposals to provide a City-Wide Compensation Study based upon the scope of work contained herein.

Information regarding the RFP process, if not found within this document, may be obtained from Tom Pessemier, Assistant City Manager by email at pessemiert@sherwoodoregon.gov or by phone at 503-625-4201. Find additional information about the City of Sherwood at www.sherwoodoregon.gov.

SECTION 1: GENERAL INFORMATION

1-1 Request for Proposal

The City of Sherwood invites qualified individuals or firms to submit proposals for a City-Wide Compensation Study as described in the scope of work set forth in Section 2 of this Request for Proposals (RFP).

1-2 Compliance with Rules

Respondents must follow the procedures and requirements stated within. Except as otherwise provided in this RFP, the applicable provisions of Oregon Administrative Rules Chapter 137, Division 47, shall apply to all personal service contracts of the City of Sherwood. In addition the City of Sherwood has adopted personal services contracting rules as outlined in Chapter 1.10 of the Municipal Code. Adherence to these rules and the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

1-3 Schedule (tentative)

Issue Date:	08/16/2016
Closing Date:	09/09/2016
Anticipated Award Notice:	09/23/2016
Anticipated Contract Approval:	10/07/2016
Service to Begin:	10/14/2016

1-4 Official Contact

Questions regarding the scope of services shall be directed to:

Tom Pessemier, Assistant City Manager
City of Sherwood
22560 SW Pine Street
Sherwood, Oregon 97140
Phone: 503-625-4201
Fax Number: 503-625-4280
Email Address: pessemiert@sherwoodoregon.gov

1-5 Proposal Due Date

One original (1) and four (4) copies of the proposal must be delivered to Tom Pessemier, City of Sherwood, 22560 SW Pine Street, Sherwood, Oregon 97140, no later than 5:00 pm on September 9, 2016. Proposals should be marked "RFP for a City-Wide Compensation Study". Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP title.

1-6 Proposal Withdrawal

Any proposal may be withdrawn at any time by contacting Tom Pessemier Assistant City Manager by email at pessemiert@sherwoodoregon.gov or by phone at 503-625-4201. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

1-7 Cancellation, Delay or Suspension of Solicitation: Rejection of Proposals

The City may cancel, delay or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City. The City reserves the right to reject any or all proposals not in compliance with public bidding procedures.

1-8 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

1-9 Multiple Contracts

The intent is to select one individual/firm to provide all services outlined in this RFP. City Staff will be the primary contact for services rendered. A sample Contract is included as Attachment 1.

1-10 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a proposer in protesting the City's selection decision.

1-11 Ownership of Documents

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

1-12 Confidentiality of Information

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

1-13 Public Record

Proposals are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties. Requests for information will be treated as public records requests.

1-14 Equal Opportunity Policy for Contractors

The City of Sherwood requires all proposers to comply with equal opportunity policies. The City of Sherwood's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, genetic makeup or political affiliation. A copy of the City's policy is available upon request.

1-15 Independent Contractors

The individual(s) or firm(s) selected shall be recognized by both parties as an "independent contractor(s)." All persons employed by the firm to furnish services in accordance with any contract resulting from this RFP will be employees (or subcontractors) of the firm and not in any way employees of the City.

1-16 Technical Qualifications

By responding to this RFP, the proposer warrants that they are qualified and has knowledge of the various methodologies used to evaluate compensation, and an understanding of industry best practices and standards. The proposer must be licensed and fully insured to do business in the State of Oregon. The omission of a particular task in the Scope of Work shall not relieve the proposer from the duty to perform same if it is necessary for the successful completion of the projects.

SECTION 2: BACKGROUND AND SCOPE OF WORK

Background:

The City of Sherwood is located in Washington County, Oregon along Highway 99W. Situated southwest of Portland in the Tualatin Valley, Sherwood is home to the Tualatin River National Wildlife Refuge and is proud to be the gateway to beautiful wine country. The City serves over 19,000 residents and was incorporated in 1893.

The City Council consists of a Mayor and six (6) council members. The Mayor is a voting member of the City Council. The City Attorney, City Manager, City Recorder and Municipal Judge are appointed by the City Council and all serve at the pleasure of the City Council. The City has two Collective Bargaining Units. AFSCME and SPOA. AFSCME represents all non-exempt employees working for the City (other than police). SPOA represents all non-exempt employees working in the Police Department (excluding Sergeants).

The City currently has 134 employees, made up of regular full-time, regular part-time, seasonal, and on-call workers. Currently there are 11 management/supervisory/confidential position classifications, 10 general employee classifications, and two police classifications.

A Compensation Project Team (herein referred to as the Project Team), composed of representatives from both Human Resources and City Management, have received approval to conduct the study, oversee the conduct of the study and present its recommendations to the City Manager. The Project Team also serves as the final Appeals Board for issues that may arise from employees and supervisors prior to the preparation of the final report and recommendations.

Purpose of Request for Proposals:

The City of Sherwood is soliciting proposals in order to select an individual or firm to perform a city-wide compensation study and/or analysis.

Services to be provided:

The scope of services shall include, but not be limited to, the following:

COMPENSATION PLAN

1. Identify survey labor market comparables and benchmark classes.
2. Conduct a comprehensive compensation survey utilizing comparable survey agencies, using not only job titles, but also duties and responsibilities based upon the classification specifications from the City of Sherwood.
3. Complete internal salary relationship analysis, including the development of appropriate internal relationship guidelines.
4. Develop externally competitive and internally equitable salary recommendations for each class included within the study.
5. Meet with the Project Team to explain, identify and reach consensus on:
 - a. A list of comparators to be used in the study (counties, cities, special districts, private, state, regional, etc.)
 - b. An appropriate market position (e.g., median, etc.)
 - c. A list of benchmark classifications
 - d. Total compensation components of the survey
 - e. The survey instrument
6. Meet with the Assistant City Manager to discuss and approve recommended labor market comparables, market position, benchmark positions, and total compensation components of the survey.
7. Conduct, tabulate, analyze and summarize a total compensation survey of identified benchmark positions against appropriate comparators.
8. Complete an internal salary relationship analysis including the development of appropriate internal relationship guidelines to ensure internal equity.
9. Prepare a recommended compensation plan and salary range assignment for each job classification and each position that reflects the results of the market survey and the analysis of the internal relationships using a consistent approach.
10. Present results of survey to the Project Team, Human Resources and, if appropriate, relevant bargaining groups in group meeting.
11. Assist in the development of strategies for implementing compensation recommendation alternatives.
12. Present the findings/recommendations and final report of the compensation study to the Project Team, and the City Manager for their approval. Report will describe, but not be limited to, the process used (methodology), position allocations, classification descriptions, survey results (data collected), recommended changes to the current pay schedules, labor market and market position, estimated costs to implement the new systems,

implementation options and procedures, and any recommendations for continuous maintenance and administration of the plans.

The consultant or the City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated as agreed upon in the consultant's contract with the City.

SECTION 3: PROPOSAL FORM AND CONTENT

3-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

All pages of the proposal must be numbered consecutively. The proposal shall not exceed twenty (20) pages in length. Resumes, references and licenses shall not count against this page limit. The proposal shall be organized in accordance with the list of proposal contents.

3-2 Proposal Form and Content

All items must fall within the maximum page count. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date and will become part of the contract that is negotiated with the City. Proposals should include the following items in their proposals addressing the scope of work in Section 2:

1. Letter of Transmittal
2. All proposals must include a cover letter addressed to Tom Pessemier, Assistant City Manager, and signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. The cover letter must include name, address, and telephone number of the proposer, as well as the name, title, address, telephone number, fax number and email address of the contact person, or persons, who are authorized to represent the proposer and to whom correspondence should be directed.
3. Statement of Understanding

The proposer shall include a detailed statement of understanding of the services to be provided. If there are services listed in this RFP that you will not be able to provide, describe those services in this section. The statement of understanding shall also clearly define any known or potential conflicts of interest.

4. Proposed Provider's Qualifications

Interested firms should submit statements of qualifications including the following:

- A. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- B. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.
- C. Project team and their individual qualifications. Identify individuals and subconsultants who will complete this work, their experience and their individual qualifications. Pertinent resumes of assigned personnel should be included.
- D. Description of project approach, proposed work elements, deliverables for both phases. Consultant shall also provide a fee estimate by work task for Phase 1 only.

5. Approach to the Project

Submit a work plan to accomplish the scope of work defined in the section entitled "Statement of Work" in this RFP. The work plan should include time estimates (in hours) for each significant segment of the project and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists (if any) should be described.

Indicate the extent to which City personnel would be expected to contribute to the project work effort.

6. Time Requirements

Demonstrate a practical approach to meeting the City's specific deadlines by providing detailed information as to how the firm proposes to meet the targeted completion date of December 21, 2016.

7. Additional Services

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this

type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

8. Disputes

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

9. City Personnel

No officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

10. References

Proposals shall list a minimum of three (3) references from similar size organizations for which similar services have been completed. These references should be knowledgeable of you or your firm's municipal work. Include the contact name, email, address, current telephone number, and nature of relationship for each reference. References listed should include a short written description of the work performed.

11. Additional Information

Any other information that the proposer feels applicable to the evaluation of the Proposal or of their qualifications for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

12. Fee Schedule

- a. Provide a proposed fee broken down to address the items in the scope of work separately.
- b. What reimbursable costs, if any, would be billed separately? What is the rate for those reimbursable costs?
- c. What will the billing and/or billing process look like?

SECTION 4: EVALUATION / SELECTION OF PROPOSALS

4-1 Evaluation Criteria

The following information will be taken into consideration during the evaluation process.

- a. Included complete, clear and satisfactory responses to items in the Proposal.
- b. Familiarity with laws and regulations governing Federal and Oregon police practices relative to municipal police departments.
- c. Demonstrated expertise and experience conducting governmental compensation studies.
- d. Range of services offered and available support staff.
- e. Demonstrates sound judgment, integrity, and reliability as determined by the references provided.
- f. Cost of providing basic and hourly services as per the submitted hourly rate schedule and/or proposed retainer fee. Please note that while proposed fees are a significant factor in determining the successful proposer; they are balanced against criteria specified in this section.

4-2 Clarifications

The City reserves the right to seek clarification of each proposal submitted. The City also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

4-3 Interviews

In connection with the RFP evaluation process, the City may select one or more applicants to make an oral presentation to the Evaluation Committee and or City Council. In addition the Evaluation Committee may require submission of supplemental materials.

4-4 Method of Selection

The Evaluation Committee shall review all RFP proposals and may select one or more finalists for interviews.

4-5 Notice of Intent to Award

Upon completion of the evaluation process the City will notice the proposers of the selected proposer.

4-6 Protest Period

Proposers will have seven (7) business days from receiving notice to file a protest of the Notice of Intent to award.

4-7 Agreement

The contract will define the extent of services to be rendered, method and amount of compensation.

When an agreement is reached, a contract for the work will be prepared and executed. The successful proposer agrees to enter into a contract with the City. The City reserves the right to negotiate a final contract that is in the best interest of the City.

-END-

Attachment 1:

Administration Division

22560 SW Pine St.
Sherwood, OR 97140
503-625-4234

CONTRACT FOR PERSONAL SERVICES

PROJECT NAME:

CONTRACT PARTIES: **City of Sherwood**
[hereafter called City]

and

[hereafter called Consultant]

C.O.S. PROJECT MANAGER:

ACCOUNT #: FUND #: DEPT: REV SOURCE: JOB #: PHASE:
VENDOR #:

SCOPE of WORK: see attachment

SCHEDULE of WORK: effective date: expiration date:

PAYMENT: City agrees to pay Consultant for the identified services a sum not to exceed for the scope of work identified by attachment

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM:
ADDRESS:
VOICE:
CONTACT:
TITLE:

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-5 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT:

signature

date

CITY OF SHERWOOD APPROVALS

PROJECT MANAGER:

signature

date

COMMUNITY DEVELOPMENT
DIRECTOR:

signature

date

CITY MANAGER:

signature

date

ATTACH SCOPE OF WORK EXHIBITS
STANDARD CONTRACT PROVISIONS

1. Access to Records

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

5. Early Termination of Contract

(a) The City and the Consultant, by mutual writing, may terminate this Contract at any time.

(b) The City, on thirty (30) days written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work either itself, by Contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall hold City harmless from and indemnify City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, activities, or services in the course of performing this Contract.

11. Insurance

Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, the City, its Councilors, officers, agents, and employees. Unless modified by the City Manager, coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall name the City as an additional insured. Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Unless modified or waived by the City Manager, Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Upon request, Consultant shall furnish the City certificates evidencing the date, amount, and type of insurance required by this contract.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract are the exclusive property of the City. The City shall not use these products for other projects outside the scope of this Contract without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. **Successors in Interest**
The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
15. **Severability**
The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
16. **Waiver**
The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.
17. **Errors**
The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
18. **Governing Law**
The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon. Any trial will be to the court without a jury.
19. **Amendments**
The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the City Manager, or City Engineer in certain instances, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in Resolution 2001-006. The City Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the City, including modifications to scope of service or time of performance.
20. **License**
Prior to beginning work under this Contract, the Consultant shall provide professional registration number in the space provided on page one of this Contract, if required by the City.
21. **Payment to Vendors and Sub-consultants**
Consultant must promptly pay any persons supplying labor or material to Consultant in its performance of the work under this Contract. Consultant will not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to Consultant.
22. **Exhibits**
Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.
- a. **List of Exhibits**
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
23. **Merger Clause**
This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized

representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Miscellaneous Terms

- a. Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- b. Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- c. Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- d. Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors.
- e. Income Tax Withholding. In accordance with ORS 316.167, Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees.

[SIGNATURES ON COVER PAGE TO CONTRACT]